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sence of evidence to the contrary, is sufficient evidence of the fact that the payment was made by or for some one entitled to redeem the land.

6. EJECTMENT—*Lands excepted from grant—Burden of proof—Case at bar.* The burden of proof is on the plaintiff in ejectment to show that the land claimed by him is not within the reservation of the grant from the Commonwealth under and through which he traces his title. He must recover upon the strength of his own title. In the case at bar one of the deeds under which the plaintiff claimed excepted all lands which had theretofore been aliened by him and which were not then in his possession. Hence it was necessary for the plaintiff to show that the land sued for had not already been aliened by such grantor at the time of his conveyance. The evidence of a witness that he was acquainted with the tract and that he knows that large parts of it had been in the actual possession of said grantor and those claiming under him since the year 1856, and were still in his possession, was not of itself sufficient to justify a finding for the plaintiff.

BOYD AND OTHERS V. CLEGHORN AND OTHERS.—Decided at Wytheville, July 8, 1897.—*Harrison, J.—Cardwell, J., dissenting:*

1. APPEALS—*Correct decree—Wrong reasons assigned.* If the decree of the trial court is right, this court will affirm it, though it does not approve the reasons assigned by the trial court.

2. SPECIFIC PERFORMANCE—*Parol contract for sale of land—Statute of frauds—Evidence.* Notwithstanding the statute of frauds courts of equity, in order to defeat a fraud, will compel the specific execution of a parol contract for the sale of lands if the contract is established by clear and convincing proof. In the case at bar the evidence is not of that clear and convincing character necessary to entitle appellants to the relief sought.

GARY V. ABINGDON PUBLISHING COMPANY.—Decided at Wytheville, July 8, 1897.—*Keith, P:*

1. PLEADING—*Declaration—Contract and tort—Misjoinder.* A declaration which contains one count to recover damages for breach of a contract, and another to recover damages for a tort—trover and conversion—is bad on general demurrer. There is a misjoinder of causes of action, and it is immaterial that the separate counts may be respectively perfect in themselves.

PENN AND OTHERS V. HEARON.—Decided at Wytheville, July 8, 1897.—*Cardwell, J:*

1. CHANCERY PLEADING—*Suit by assignor for benefit of assignee.* The assignor of a chose in action, secured by a vendor's lien reserved on real estate, cannot sue in equity for the benefit of his assignee to enforce the lien. The assignment carries no interest in the land. The complainant in equity must be the party owning the beneficial interest.

RADER AND OTHERS V. BRISTOL LAND CO. AND OTHERS; BISHOP AND OTHERS V. SAME.—Decided at Wytheville, July 8, 1897.—*Riely, J:*

1. CHANCERY JURISDICTION — *Multifariousness — Fraudulent representations — Parties.* A number of persons who have been fraudulently induced to enter into